

DECISION

Introduction

This hearing dealt with Applications for Dispute Resolution from both the Tenants and the Landlords under the *Residential Tenancy Act* (the Act). The Tenants' Application for Dispute Resolution, filed on November 12, 2025 (the Application), is for:

- Cancellation of the Landlords' One Month Notice to End Tenancy for Cause (One Month Notice) and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the Act
- An order to suspend or set conditions on the Landlords' right to enter the rental unit under section 70(1) of the Act
- Authorization to recover the filing fee for the Application from the Landlords under section 72 of the Act

The Landlords' Application for Dispute Resolution, filed on November 12, 2025 (the Cross Application), is for:

- An Order of Possession based on the One Month Notice under sections 47 and 55 of the Act
- Authorization to recover the filing fee for the Cross Application from the Tenants under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Tenants submitted a Proof of Service form (#RTB-55) and a video of the Proceeding Package being deposited in the Landlords' mail slot on November 12, 2025. Landlord R.K. (the Landlord) acknowledged receipt of the Proceeding Package for the Application from the Tenants and raised no concerns regarding service. I therefore find that the Landlords were duly served with the Proceeding Package for the Application in accordance with the Act.

The Tenants testified that they did not receive any documents from the Landlord related to the Cross Application. Based on the Tenants' attendance at the hearing and that the Cross Application is for an Order of Possession based on the same One Month Notice being disputed in the Application, I find that the Tenants were sufficiently served with the Proceeding Package for the Cross Application under section 71(2)(c) of the Act.

Neither party acknowledged receipt of the other's evidence. The Tenants testified that their evidence was included with the Proceeding Package delivered to the Landlords on November 12, 2025. The Landlord denied that there were any documents other than the Notice of Dispute Resolution Proceeding and Respondent Instructions in the Proceeding Package.

The Landlord testified that their evidence was uploaded to google drive and that the link was shared with the Tenants. This is not an approved method of service under the Act.

Both parties confirmed that their evidence includes a copy of the One Month Notice at issue. The parties agreed to proceed with the hearing based on the parties' oral testimony and the One Month Notice that was mutually submitted into evidence.

Issues to be Decided

Are the Tenants entitled to more time to cancel the Landlords' One Month Notice?

Are the Landlords entitled to an Order of Possession based on the One Month Notice?

Are the Tenants entitled to an order to suspend or set conditions on the Landlords' right to enter the rental unit?

Is either party entitled to recover the filing fee for the Application or the Cross Application from the other?

Background and Evidence

I have reviewed the One Month Notice and the testimony of the parties, but will refer only to what I find relevant for my decision.

It is undisputed that the rental unit is one of two basement units in the rental property, and that the Landlords live on the main floor of the rental property with their school-aged children.

The parties agree that this one-year, fixed term tenancy began on May 1, 2025, with a monthly rent of \$1,500.00, due on the first day of the month. The Tenants paid a security deposit of \$750.00 on April 11, which is held in trust by the Landlords.

It is undisputed that the Landlords issued an eviction notice to the Tenants on October 3, 2025, which purported to be a One Month Notice to End Tenancy for Cause, but that was not in the required Residential Tenancy Branch (RTB) form. The Tenants filed a dispute of this earlier eviction notice, which was the subject of the hearing on November 10, 2025, in the prior related RTB dispute recorded on the cover page of this decision.

The November 10, 2025 decision made in the prior related RTB dispute cancelled the eviction notice given to the Tenants on October 3, because the Landlords had not issued a One Month Notice to End Tenancy for Cause in form #RTB-33.

It is undisputed that the One Month Notice now before me is in the proper form (#RTB-33), was signed and dated by the Landlord on October 16, 2025, and was posted to the door of the rental unit on October 16. The Tenant acknowledged receiving the One Month Notice on the same day.

The Tenant testified that, because the prior RTB dispute of the eviction notice they received on October 3, 2025 was already underway, and because the One Month Notice was substantially the same but in the corrected form, the Tenants believed that they had already disputed the One Month Notice by filing their earlier application to dispute the October 3 eviction notice.

The Tenant testified that it was not until the November 10, 2025 hearing that they were informed they would need to file a separate dispute of the One Month Notice. The Tenants filed the Application on November 12.

The One Month Notice provides an effective date of November 3, 2025, and alleges that the Tenants have:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord
- Seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- Put the landlord's property at significant risk

The details section of the One Month Notice states the Tenants were given verbal and written warnings not to access the restricted mechanical area of the rental property (the Mechanical Room) after they interfered with the hot-water tank on September 2, 2025, but that they again entered the Mechanical Room on September 28. The Tenants are also alleged to have turned off the smoke detector in the rental unit and left it disabled for an unknown number of days, thus creating a serious safety risk for all occupants.

The Tenants do not dispute that they adjusted the settings of the hot-water tank on September 2, 2025. The Tenant testified that they did so because the settings were causing scalding water in the shower of the rental unit and, despite the Landlord's assurance he would get a technician in to investigate the matter, he did not.

The Landlord testified that the Tenants' adjustment to the hot-water tank resulted in cold water for his family and the other occupants of the rental property. The Landlord states the Tenants ignored the written warning he gave them to not enter the Mechanical Room. The Tenant acknowledged that they did enter the Mechanical Room again around September 28, 2025, but that they did not touch the hot-water tank on this date. The Tenant testified that they had one suitcase stored in the Mechanical Room that they had to access.

The Landlord testified that the Tenants disconnected the smoke alarm in the rental unit after it repeatedly went off when the Tenants were cooking in the rental unit late at night. The Landlord states that, having the smoke alarms disconnected creates a serious safety risk to the rental property. The Landlord testified that, even without the smoke alarms going off, he can tell when the Tenants are cooking late at night due to the smoke and odours coming up to the main floor. Both Landlords testified that the Tenants' ongoing cooking late at night continues to cause a disturbance to the Landlords and their family.

The Tenant admitted that they turn the smoke alarm off briefly while they are cooking due to poor ventilation in the rental unit, which causes the alarm to go off. The Tenant disputes that they left the smoke alarm disconnected for an extended period. The Tenant testified that they reconnected the smoke alarm within minutes, and that it has remained active throughout the tenancy, except for these brief interruptions.

The Landlords also testified that the Tenants have ignored the rules in the tenancy agreement regarding laundry usage. They allege the Tenants regularly use the washer and dryer after 9:00 PM, more than twice per week, and that this disturbs the Landlords.

The Tenants deny that they cook late at night. They also deny that they are not following the rules regarding usage of the washer and dryer.

The Landlord testified that, since issuing the One Month Notice, he has put a lock on the door to the Mechanical Room, which has resolved the issue of the Tenants entering that area. The Landlord testified that the issue regarding late night cooking continues to disturb he and his family late and night, including by disrupting his children's sleep.

The Landlord testified that the other occupants of the basement have not complained regarding the issues with the hot water or the Tenants' smoke alarms or cooking.

The Tenant testified that the Landlord entered the rental unit on October 2, 2025, without providing any advance notice, to close a window that they had opened for ventilation purposes. The Landlord did not dispute this, stating he has always informed the Tenants after he entered the rental unit.

The Landlord testified that when the Tenants opened their window and left the rental property for the day, this caused the upstairs area where the Landlords were working from home to get cold. The Landlord states he believed at the time that this warranted his entering the rental unit to close the window.

The Tenants testified that, to the best of their knowledge, the only time the Landlord entered the rental unit without giving them prior notice was on October 2, 2025. The Tenants state they are not aware of any further unauthorized entries since October 2.

The Landlord testified that he now knows that 24 hour prior notice is required for entry to the rental unit, and that he has not entered the rental unit without giving the Tenants prior written notice since October 2, 2025.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

Are the Tenants entitled to more time to cancel the Landlords' One Month Notice?

Section 47 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Section 47(4) of the Act states that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the RTB. Under section 47(5) of the Act, if a tenant does not apply to dispute the notice within the required time, they are conclusively presumed to have accepted that the tenancy will end on the effective date of the notice.

It is undisputed that the One Month Notice was served to, and received by, the Tenants on October 16, 2025. The One Month Notice was posted to the door of the rental unit, in accordance with section 88(g) of the Act. Therefore, the Tenants had until October 26 to dispute the One Month Notice. As the Tenants filed the Application on November 12, I find that they disputed the One Month Notice 17 days late.

The Tenants have applied for an extension of time to dispute the One Month Notice. Section 66 of the Act states that the director may extend a time limit established by the Act only in exceptional circumstances. The director must not extend the time limit to apply to dispute a notice to end tenancy beyond the effective date of the notice.

Although the effective date stated in the One Month Notice is November 3, 2025, I find that this does not comply with section 47(2) of the Act, which states that a notice given under this section must end the tenancy effective on a date that is both:

- No earlier than one month after the date the notice is received
- The day before the day in the month that rent is payable under the tenancy agreement

It is undisputed that the monthly rent is due on the first day of the month and that the One Month Notice was received by the Tenants on October 16, 2025. Therefore, I find that the earliest possible effective date of the One Month Notice is November 30, being at least one month after the One Month Notice was received by the Tenants, and the day before the due date of the next monthly rent payment.

Section 53 of the Act provides that, if a landlord gives notice to end a tenancy effective on a date that does not comply with the Act, the notice is deemed to be changed to the earliest date that does comply with the Act.

Therefore, under sections 53(1) and (2) of the Act, the effective date of the One Month Notice is deemed to be November 30, 2025. As a result, I am satisfied that the Tenants filed the Application before the effective date of the One Month Notice, and I may consider their request to extend the time limit.

Section 66 of the Act states the director may extend a time limit established under the Act only in exceptional circumstances. Policy Guideline #36 states that “exceptional” means that an ordinary reason for a party not complying with a particular time limit will not allow an arbitrator to extend the time limit. Rather, the word “exceptional” implies the reason for missing a deadline must be very strong and compelling.

Policy Guideline #36 provides the following examples of what would not qualify as “exceptional” circumstances:

- Not knowing the applicable law or procedure
- Not paying attention to the correct procedure
- Relying on incorrect information from a friend or relative

The Tenants’ position is that, because the One Month Notice was simply a “corrected” version of the October 3, 2025 eviction notice they had already disputed in the related RTB proceeding, they were unaware of the need to file a separate dispute of the One Month Notice. The Tenants only became aware of their need to do so at the November 10, 2025 hearing.

I find that the Tenants’ reasons for not filing the Application within the required time are neither “strong” nor “compelling”. Instead, I find the reason provided to be in keeping with the above examples provided in Policy Guideline #36, as the Tenants were unaware of the need to dispute the One Month Notice and incorrectly assumed this would be addressed as part of the prior related RTB dispute.

As the Tenants already had a dispute underway, I also find that they were aware of how to file a dispute and of the RTB’s contact information. Had the Tenants contacted the RTB promptly after receiving the One Month Notice, they would have been advised to file a separate dispute at that time. Therefore, I am not satisfied that the circumstances provided by the Tenants were exceptional or that they warrant extra time to file an application to cancel the One Month Notice.

For the above reasons, I find that the Tenants are not entitled to more time to make the Application to cancel the One Month Notice.

Therefore, the Tenants' late Application for cancellation of the One Month Notice and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the Act is dismissed, without leave to reapply.

Are the Landlords entitled to an Order of Possession based on a Notice to End Tenancy?

Section 55(1) of the Act states that if a tenant’s application to set aside a landlord’s notice to end a tenancy is dismissed, the arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act.

As noted earlier, the incorrect effective date given in the One Month Notice is corrected and deemed to be changed to November 30, 2025, under section 53 of the Act.

I have reviewed the One Month Notice and find that it complies with the form and content requirements set out in section 52 of the Act. The One Month Notice is signed and dated by the Landlord, states the address of the rental unit, sets out the grounds for ending the tenancy, and is in the approved form (#RTB-33).

Therefore, I find that the Landlords are entitled to an Order of Possession based on the One Month Notice under sections 46 and 55 of the Act.

Policy Guideline #54 sets out factors to consider in determining the effective date of an order of possession. I find that the relevant factors in the present case are as follows:

- The Tenants have resided in the rental unit for less than one year
- The Landlord confirmed that their concerns regarding the Tenants accessing the Mechanical Room have now been resolved with a lock on the door
- Based on the conflicting oral testimony of the parties, I am not satisfied that the Tenants had disconnected the smoke alarms for an extended period or that they continue to be disconnected
- There is no admissible evidence before me to establish that the disturbances caused by the Tenants have been malicious, hostile, or violent
- There was no evidence or testimony before me to support a finding that the Tenants have unreasonably disturbed the other occupants of the rental property
- While I have upheld the One Month Notice, the ongoing disturbances raised by the Landlords during their testimony related to the Tenants doing laundry and cooking late at night, neither of which are disturbances which are alleged in the One Month Notice

Policy Guideline #54 states that the effective date for orders of possession, when the effective date of the notice to end tenancy has already passed, have generally been set for seven days after the order is received. Further, it states that the arbitrator has the discretion to set the effective date of the order of possession based on what they have determined is appropriate given the totality of the evidence and submissions of the parties.

To balance the interests of both parties and in consideration of all the circumstances listed above, I grant the Landlords an Order of Possession effective at 1:00pm on January 31, 2026.

Are the Tenants entitled to an order to suspend or set conditions on the Landlords' right to enter the rental unit?

Section 70 of the Act provides for an arbitrator to suspend or set conditions on a landlord's right to enter the rental unit if they are satisfied that the landlord is likely to enter the rental unit in contravention of section 29 of the Act.

Section 29(1) of the Act permits a landlord to enter a rental unit only when:

- The tenant gives permission at the time of entry or within 30 days before entry

- The landlord has given at least 24 hours and not more than 30 days written notice stating the purpose of entry, and the date and time of entry, which must be between 8:00 AM and 9:00 PM, unless the tenant agrees to another time
- The landlord provides housekeeping or related services and the entry is for that purpose and in accordance with the terms of the tenancy agreement
- The landlord has an order of the director authorizing the entry
- The tenant has abandoned the rental unit
- An emergency exists and the entry is necessary to protect life or property [emphasis added]

It is undisputed that the Landlord did not give advance written warning of his entry into the rental unit on October 2, 2025, nor did the Landlord have the Tenants' permission at the time of entry.

I find that the Landlord's entry on October 2, 2025 to close the window which was letting cold air into the rental unit was in contravention of section 29 of the Act. Such a circumstance is not an emergency which required the Landlord's entry in order to protect life or property.

Based on the testimony of the parties, I am satisfied that the Landlord now knows that the reason for entry on October 2, 2025 did not rise to the level of an emergency that justified entry without permission or giving the Tenants prior written notice. Therefore, I am not persuaded that the Landlord is likely to enter the rental unit in contravention of section 29 of the Act again. As a result, I decline to make an order suspending or setting conditions on the Landlords' right to enter the rental unit under section 70(1) of the Act.

Section 62 of the Act states that an arbitrator may make any order necessary to give effect to the rights, obligations, and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

As the Landlord did not comply with the Act on October 2, 2025, I find it appropriate to order that the Act continues to apply until the tenancy ends on January 31, 2026. Therefore, I find that the Tenants are entitled to an order under section 62 of the Act requiring the Landlords to comply with section 29 of the Act until the tenancy ends.

Is either party entitled to recover the filing fee for the Application or the Cross Application from the other?

I find that the Tenants properly brought the Application seeking to set conditions upon the Landlords' right to enter the rental unit. Although no order was granted under section 70(1) of the Act, I find that the Tenants were successful in obtaining an order under section 62 of the Act to address the Landlords' non-compliance with the Act. I also find that the Landlords were successful in their Cross Application.

Therefore, I am satisfied that it is appropriate for each party to bear their own costs for filing the Application and the Cross Application. As a result, I decline to make any orders regarding recovery of the filing fees under section 72 of the Act.

Conclusion

I grant an Order of Possession to the Landlords **effective by 1:00 PM on January 31, 2026, after service of this Order on the Tenants**. Should the Tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenants are entitled to an order under section 62 of the Act requiring the Landlords to comply with section 29 of the Act until the tenancy ends.

The Tenants' Application for cancellation of the One Month Notice and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the Act is dismissed, without leave to reapply.

The Tenants' Application for an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act is dismissed, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: December 16, 2025

Residential Tenancy Branch